

AGREEMENT  
BETWEEN  
PENNFIELD BOARD OF EDUCATION  
AND  
PENNFIELD EDUCATION ASSOCIATION-MEA-NEA  
2004-2007

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## AGREEMENT

This Agreement, entered into this 25th day of August, 2004, by and between the BOARD OF EDUCATION of the PENNFIELD SCHOOLS, hereinafter called the "Board," and the Pennfield Education Association/MEA/NEA, hereinafter called the "Association."

WITNESSETH;

NOW, THEREFORE, IT IS HEREBY AGREED, in consideration of the following mutual covenants, as follows:

### ARTICLE 1 **RECOGNITION**

Section 1: The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in The Public Employment Relations Act, for all full-time and regularly employed part-time certified teachers under contract with the Pennfield Public Schools, excluding the superintendent, assistant superintendent, high school principal, assistant high school principal, middle school principal, elementary principals, curriculum coordinators, assistant coordinators, the director of guidance and counselors, athletic director, substitute teachers, non-regularly employed part-time teachers, and all others.

Section 2: In accordance with past practice of the district non-regularly employed part-time certificated teachers shall be those teachers employed a lesser time without a written contract.

### ARTICLE 2 **PAYROLL DEDUCTIONS**

Section 1: Prior to September fifteenth (15th) of each year, any teacher who is a member of the PEA, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues of the PEA, including the NEA and the MEA. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) of such dues from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. The final deduction in June shall be taken from the first regular check of the month for those Employees on twenty-two (22) pays for annual salary. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

Section 2: With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to, within fifteen (15) days following deduction, remit to the PEA that portion allocated to the PEA and to remit the balance for both the NEA and the MEA to the Michigan Education Association, 1216 Kendale Boulevard, Box 2573, East Lansing, Michigan 48826-2573.

Section 3:

- A. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and Administrative Procedures adopted pursuant to

that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the employer shall upon completion of the procedures contained in paragraph (c) and pursuant to MCLA 408.477 and at the request of the Association deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association. The Association shall hold the Board harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the Agency Shop Agreement herein contained. It is understood that the Association shall have the right to compromise claims, which may arise under this save harmless clause.

In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of the Representation Benefit Fee. The termination of employment shall not occur until the procedures set forth in this Article have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- B. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy (a copy of which is attached to this Collective Bargaining Agreement), and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- C. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477 shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

The provisions of Section 3 shall apply equally in the event discharge of the bargaining unit member is sought by the Association, if mandatory deduction is not permitted by law.

Should involuntary payroll deduction become legally disallowed, the board and the association will meet to renegotiate the provisions requiring modification.

- D. Due to certain requirements established in recent court decisions the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

Further, the association agrees to promptly notify the board in the event a court order, an order of an administrative agency or arbitration award is rendered restricting the association from implementing its agency fee objection policy or from charging or allocating any of the association expenditures to bargaining unit members who choose not to join the association.

Section 4: The PEA shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

- A. If the teacher fails to comply, the PEA may file charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
- B. The Board, only upon the receipt of said charge and request for termination, shall conduct a due process hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn. The PEA, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or service fee.

Section 5: With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees promptly to disburse said sums upon direction of the PEA.

Section 6: The PEA agrees to indemnify and save the School harmless from and against any and all claims, suits and/or any other form of liability that may arise out of or by reason of any action taken by the School in reliance upon or in compliance with the terms and provisions of this Article.

### **ARTICLE 3** **ASSOCIATION AND TEACHER RIGHTS**

Section 1: Pursuant to the Michigan Public Employment Relations Act, the Board and the Association hereby agree that all bargaining unit members employed by the Board shall have the right freely to organize, join or support the Association and PEA for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or non-membership in the Association and PEA, his/her

participation in any activities of the Association and PEA or collective professional negotiations with the Board or his/her institution of any grievance, complaint or otherwise with respect to any terms or conditions of employment.

Section 2: Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan Revised School Code or State and Federal laws and regulations including the Elementary and Secondary Education Act as amended. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

Section 3: The PEA and its members shall have the right to use school-building facilities after school hours for meetings. Bulletin boards and other established media of communication shall be made available to the PEA and its members. Supplies are to be furnished by the PEA.

Section 4: Duly authorized representatives of the PEA and their respective affiliates shall be permitted to transact official PEA business on school property after the regular school day has been completed.

Section 5: The Board agrees to furnish to the PEA, in response to reasonable requests, from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the PEA in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary to process a grievance or complaint.

Section 6: The Board policy will be to inform the PEA on any new or modified fiscal budgetary or tax programs and construction programs. The Board representative and the Superintendent shall consult with the PEA on major revisions of curriculum which are proposed or under consideration and the PEA shall be given the opportunity to advise said person with respect to said matters.

Section 7: The first Wednesday of each month that school is in session for a full day shall be reserved for PEA business from school dismissal time until 6:00 P.M. No other meetings involving PEA members shall be scheduled on these days and during these times except with PEA consent.

Section 8. School Improvement:

- A. A District Advisory Committee has been established by the Board.
- B. The purpose of the committee shall be, but not limited to, addressing the following:
  - 1. The District's mission statement;
  - 2. Goals based on student outcomes for all students;
  - 3. Curriculum alignment corresponding with those goals;
  - 4. Evaluation processes;
  - 5. Staff development; and
  - 6. Building-level decision-making.
- C. The committee's decisions shall not violate this Agreement, the law, or Board policy.
- D. Participation in the District's restructuring school improvement process is voluntary. It is expected that each teacher will consider it his/her duty to participate in the restructuring

and the school improvement process as part of their professional responsibility. Failure to participate in the District's restructuring will not be reflected in the teacher's evaluation.

Section 9: The Board and Association recognize the District School Improvement goal of staff professional development as an important feature of quality schools. Further, that for school improvement to succeed, school personnel must have time with peers to assess, restructure, and improve the instructional program.

#### **ARTICLE 4** **SCHOOL BOARD RIGHTS AND RESPONSIBILITIES**

Section 1: The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including the right:

- a) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- b) To hire all bargaining unit employees, subject to the provisions of the law and this contract, to determine their qualifications and the conditions for their continued employment or their dismissal, discipline or demotion; and to promote, transfer assign, reassign and layoff all such employees.
- c) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

Section 2: The Board of Education has responsibilities to its professional staff. It is the responsibility of the Board to establish policies, which will enable the professional staff to give its best efforts to the job at hand, namely, the education of children. It means recognition and appreciation of good work; it means a salary plan which provides growth, an atmosphere of good will, esprit-de-corps, employment over a period of time, retirement, sick leave, financial incentive to improve professionally and leaves of absence for self and professional improvement. It shall further be the responsibility of the Board:

- a) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature as is being done cooperatively at present.
- b) To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto and with respect to administrative and non-teaching activities and the terms and conditions of employment as is being done at the present time.
- c) To take any action required by State or Federal law.

Section 3: The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and

express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 4: If the Board of Education is charged with responsibilities, it also has rights.

- A. The Board of Education has the right to expect that the teachers have been reasonably well prepared in their preservice education for the specific assignment given them and that they intend to grow in service.
- B. The Board of Education has the right to expect teachers to be able to perform the essential job functions of their positions.
- C. The Board of Education has the right to expect that the teachers will be competent to perform the tasks assigned to them. To this end the Board of Education employs an administrative staff to help teachers better perform the duties expected of them.
- D. The Board of Education has the right to expect that teachers will keep abreast of theory and practice in education in general and in their teaching fields in particular, just as people have a right to expect that physicians will continually study the latest developments in medical science.
- E. The Board of Education has the right to expect teachers to assume responsibilities of leadership in working with fellow teachers, other employees, board members and people of the community in addressing problems of education and of young people.

## **ARTICLE 5** **DUTIES AND ASSIGNMENTS**

Section 1: The primary duty of the teacher is to teach the students and facilitate their learning processes.

Section 2: Teaching shall include the teaching duties of:

- a) Instruction
- b) Guidance
- c) Discipline
- d) Safety
- e) Hygiene
- f) Care of Students

Section 3: The teachers' duties to the students are not confined to the classroom but extend to the school halls, the restrooms, the playgrounds or the school excursions away from the premises, as well as in the home classroom and individual classroom.

Section 4: All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first (1st) day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. If a teacher is reassigned after July first (1st), and the assignment is not agreeable to the teacher, the Board consents to accept the teacher's resignation if the teacher so desires. This resignation must be submitted no later than seven (7) days after the reassignment.

Section 5: Teaching assignments in addition to the normal teaching schedules during the regular school year, including adult education courses, driver education and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to the teachers regularly employed in the district.

**ARTICLE 6**  
**WORKING CONDITIONS**

Section 1: The following schedules shall be adopted for the duration of this Agreement. However, should adjustments be necessary to accommodate changes in bus schedules, etc. the teacher's total work day will not exceed 7 hours and 45 minutes including the duty-free lunch period as specified in Section 4 unless modified by the Conference Committee referred to in this Agreement.

Middle School and High School

Teacher Arrival	7:15 a.m.
Class Starts	7:35 a.m.
Class Dismissal	2:30 p.m.
Teacher Leave	3:00 p.m.

Central

Teacher Arrival	7:15 a.m.
Class Starts	7:33 a.m.
Class Dismissal	2:30 p.m.
Teacher Leave	3:00 p.m.

K-3

Teacher Arrival	7:50 a.m.
Class Starts	8:17 a.m.
Class Dismissal	3:25 p.m.
Teacher Leave	3:35 p.m.

The parties agree that the above schedule will be reviewed prior to the start of each school year by the Conference Committee referred to in this Agreement and that sufficient hours of student contact time is to be contained in the schedule to meet the requirements of law. The Conference Committee shall determine what modifications, if any, are needed for the District to receive its full foundation allowance, without additional compensation, for the balance of this Agreement. The Committee shall be free to study and revise all components of the teacher's workday.

Section 2: On the last day of any school week, or any day a teacher is required to return for an evening meeting or other duties, teachers will remain on duty for ten (10) minutes after the conclusion of the instructional day.

Section 3: Unassigned preparation periods shall be as follows:

- a) Each day, Tuesday through Friday, senior high school teachers (9-12) shall have one (1) unassigned preparation period during the student day equal in length to a regular teaching block. On Monday the teachers shall have two (2), forty (40) minute unassigned preparation periods during the student day. The Parties agree to

bargain over this section of the Agreement if the Board decides to eliminate block scheduling in the High School.

- b) Middle School teachers (6-8) shall have five (5) unassigned preparation periods per week of approximately forty-five (45) minutes each.
- c) Fourth and fifth grade teachers shall have 215 minutes of unassigned preparation time periods per week during the student day for the duration of the contract.

At Central Elementary teachers shall not be required to attend more than one curriculum-related meeting per week called by the administration.

- d) Kindergarten through third grade teachers shall have 215 minutes of unassigned preparation time per week during the student day for the duration of the contract.

At Purdy and North Pennfield teachers may not be required to attend more than two curriculum-related meetings per week called at the beginning of the teacher workday.

It is understood that on occasion elementary classroom teachers may have to cover their classes when noon hour supervisors are absent and cannot be reasonably replaced by substitutes. Should an employee substitute during his/her preparation time, he/she will be paid at the rate of \$15.00 per half-hour. For noon hour supervision elementary teachers will be compensated at the same rate as High School and Middle School teachers.

A teacher may volunteer to substitute for a colleague without additional compensation. Should an employee substitute during his/her preparation time, he/she will be paid at the rate of \$30.00 per hour or a percentage thereof.

Although the athletic director and counselors do not have specifically assigned preparation periods, they shall still be entitled to compensation under this Article.

All Teachers: Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. Time prior to the start of classes and after the end of students' classes are still part of the teacher's work day and will continue to be used as in the past.

Part-time Teachers: Salary, fringes and preparation time will be calculated per Appendix A, Section 6.

Section 4: All teachers shall be entitled to a duty-free, uninterrupted lunch period, of not less than thirty-five (35) minutes except as may be modified by the Conference Committee referred to in this Agreement.

Section 5: No departure from these norms, except in case of emergency, shall be made without prior consultation with the PEA. In the event of any disagreement between the representative of the Board and the PEA as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

Section 6: Required Staff Meetings: Building administrators may schedule one (1) required staff meeting each month, beyond the meetings listed in Section 3., lasting no longer than sixty (60) minutes outside of the instructional day. This calendar shall be provided to teachers for the

entire school year at the initial staff meeting of the year. Teachers who work in more than one (1) building are required to attend such staff meetings in each building unless excused. If possible such meetings will not be scheduled in conflict with scheduled student performance activities (eg. athletics, drama, band, choir).

Section 7: Parent-teacher conference time for students shall be scheduled by the principal and teachers in each building in the fall near the end of the first marking period and the spring near the end of the third marking period. In the event not all parents can be scheduled into the regular school day, conferences will be scheduled at the convenience of the parent and teacher.

Section 8: The Board and the Association agree to the following maximum class sizes:

- DK Reasonable effort will be made to keep the maximum class size 18 students per teacher.
- K-3 Reasonable effort will be made to keep the maximum average per teacher per grade level to 28 students. Average to be computed by taking total K-3 enrollment and dividing by the number of classroom teachers.
- 4-6 Reasonable effort will be made to keep the maximum average per teacher per grade level to 30 students. Average to be computed by taking total 4-6 enrollment and dividing by the number of classroom teachers.
- 7-12 Reasonable effort shall be made to keep the maximum average class at 30 students per teacher per academic area, i.e. total math students divided by the number of classroom sections.

Non Academic Classes. The foregoing standards shall not be applicable to non-academic classes (e.g., physical education, instrumental music, etc.).

In the event that an individual class enrollment exceeds the above mentioned limits on the fourth Friday following Labor Day, from 1 to 5 students, the following may take place: (a) the teacher instructing the class may discuss the enrollment excess with the building principal and/or counselor to seek resolution of the problem; (b) should the enrollment exceed 5 students per class and no resolution is found short of hiring an additional teacher, the Board agrees to provide teacher aides, interns, etc. as a way of relieving the overload.

Section 9 Least Restrictive Environment: It is recognized, both by the Association and the Board of Education, that educators are charged with the duty of educating all children, including those children identified as special education children. It is understood that IEP's are convened to best address the individual needs of a special education child so that that child might be placed in the least restrictive environment and achieve an education the same as any other child. Further, it is acknowledged both by the Association and the Board of Education that in some instances providing the educational services to a child with special needs requires special considerations of the classroom teacher and adjustments by other individual students in the classroom. It is further acknowledged that not only is this desirable it is required by law. The Board of Education will inform the classroom teacher of special education students and identify their special needs. A plan will be developed with parents and other members of the staff directly related to the student's needs to assist in providing the educational services of the District to the child. Each classroom teacher is expected to perform his/her duties professionally with regard to the needs of all children in his/her classroom including special education children.

Consideration for class size will be given when placing special education students in regular education classrooms.

The Board will provide necessary training to the classroom teacher to provide special instructional and emergency programs and teacher aides where identified and deemed necessary by the IEP or MDT.

Disputes concerning matters under this subsection should be submitted to the conference committee.

## **ARTICLE 7** **SICK LEAVE**

Section 1: Teachers shall accumulate sick leave at the rate of one (1) day at the beginning of each semester and one (1) day per month beginning with the month of September in each school year and ending in June of each school year to a maximum accumulation of one hundred and sixty-one (161) days.

The maximum number of days of accumulation will be determined only at the end of the school year so that normal accumulation for the current year may occur beyond one hundred and sixty-one (161) days.

Section 2: A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year in discretion of the board of education upon written request by the teacher. However, said teacher must return at the start of a school year unless there is a vacancy at an earlier date for which said teacher is certified and qualified.

Section 3: Teachers shall report unavailability for work by 6:30 a.m. at a telephone number to be provided by the administration.

Section 4: In case of illness of the teacher's spouse, child, or parent who resides in the same household, a teacher may use five (5) days during the school year of his/her sick leave to assist in the care of the spouse, child, or parent who resides in the household. "Child" shall include stepchild, spouse's child and foster child. Any additional time absent from work for this purpose will be taken as an unpaid leave of absence or personal business day(s).

Section 5: For those teachers becoming ill during the first semester and using more than their accumulated sick leave, payment shall be made at the end of the second semester retroactively for such absences provided they complete the second semester and have accumulated additional sick days under the provisions of Section 1.

## **ARTICLE 8** **LEAVES OF ABSENCE**

Section 1: A leave form must be submitted to and approved by the principal at least twenty-four (24) hours in advance of an anticipated leave day except in cases when the urgency of the leave is of such nature that twenty-four (24) hours advance notice is not practical. If the urgency of the

leave is of such a nature that the request in writing is not practical, the teacher should contact the principal by phone or in person to obtain approval for the leave.

Section 2: The Principal must notify the teacher of approval or disapproval of the leaves as soon as possible within twenty-four (24) hours.

Section 3: Leave days, for purposes other than illness or disability shall be termed personal business days. Personal business days shall be limited to two (2) per year and may be taken with prior administrative approval. Unused personal business days shall be added to accumulated sick days. Personal business days may not be taken on the day immediately before or after a holiday or vacation period unless with the approval of the Principal and Superintendent. In such case, pay may not be granted for the day.

- A. Requests for personal business days made to the Principal shall set forth the reasons for such requests. Such reasons shall be kept confidential to the extent allowed by law. Personal business days shall not include days that could be classified as vacation days or PEA, NEA or MEA workshop, convention or training session days. The intent of the leave policy is to make it possible for teachers to be absent for legitimate purposes but not for pleasure or profit.
- B. Written notification of business leave shall be submitted in advance of the intended absence to the teacher's immediate supervisor for approval setting forth the reason for such request.
- C. Teachers not replaced by substitutes, may have leave days deducted if they fail to report as provided herein.

Section 4: It is expected that all teachers will be in their buildings and on duty at the appointed time. If a teacher has not reported for work within twenty (20) minutes of his/her starting time and has not reported by telephone, pay may be withheld from the teacher. However, it is realized that there may be times when unusual or unforeseen circumstances will cause the teacher to be late or absent from the building for a short period of time. In such cases, the teacher must notify the Principal promptly in person or by telephone, if possible.

- A. The principal will decide if a substitute is needed. If no substitute is required, the teacher shall report to duty immediately upon arrival and there shall be no deduction of leave or pay.
- B. If a substitute is needed, the teacher will be notified by the principal. If a substitute is paid for one-half day, the teacher shall be charged with one-half day of leave. If the substitute is paid for one full day, the teacher may be charged with a full day of leave.
- C. Even though Speech Therapists, Band Directors, Vocal Music and Remedial Reading teachers are not replaced by substitutes, they may have leave days deducted if appropriate.

Section 5: Persons who are sent by the Board or Superintendent to represent the school at any state or national educational meeting may attend without loss of pay and will be paid their reasonable expenses.

Section 6: With the approval of the Superintendent, individual teachers may be permitted to attend meetings of organizations in their own field of work without loss of pay and with their

substitute teachers paid by the Board of Education. The Board will approve reasonable expenses for such meetings, if properly arranged in advance.

Section 7: For the re-orientation of teachers who have been out of the teaching field for several years and for other teachers, upon the special recommendation of the Principals to the Superintendent of Schools, one (1) to three (3) days of visitation or other in-service training may be arranged and the cost of substitute teachers paid by the Board of Education.

Section 8: Pursuant to Section 1235 of the revised School Code or successor provision, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year without pay. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in this Agreement.

Section 9: The Board shall grant a leave of absence without pay to any teacher to serve in a public office for a period not to exceed two (2) years. This leave may be extended for an additional two (2) year period upon written request and approval by the Board.

Section 10: Teachers returning from a leave of absence shall not suffer a loss of accumulated sick leave days.

Section 11: The Board shall grant to the PEA a total of six (6) days leave to be used by Association members designated by the PEA.

The PEA shall reimburse the School District an amount equal to the substitute salaries paid for each of the above six (6) days absence of the teacher or teachers absent.

Section 12: Bargaining unit members may apply for an unpaid leave of absence for personal reasons by submitting a written request for such leave to the Superintendent. The Board of Education may consider factors such as the district's operational needs, the impact on the educational process and such other factors as the Board may reasonably deem appropriate to fair consideration of the leave request. If approved by the Board, the following conditions apply to the leave:

1. The Board's decision shall not be grievable unless it is arbitrary and capricious.
2. Bargaining unit members shall:
  - a.) not accrue seniority while on such leave;
  - b.) not advance on the pay schedule while on such leave;
  - c.) not receive paid health insurance benefits (employees may maintain insurance coverage by payment of premiums);
  - d.) not be guaranteed return to their former position from which leave was granted unless vacant; in such case the teacher shall be returned to a position of comparable level and pay, if available. Otherwise, the teacher will be placed on the contractual lay off list and be subject to recall as provided under Article 23.

**ARTICLE 9**  
**BEREAVEMENT LEAVE**

Section 1: Each teacher shall be granted paid leave for the purpose of bereavement activities or attending the funeral of a member of his/her immediate family, as defined below, of up to three (3) days. Additional days may be added at the discretion of the Superintendent.

- A. Immediate family includes present spouse, parents, mother-in-law, father-in-law, brother, sister, children, grandchildren, grandparents, brother-in-law, sister-in-law and/or others living in the teacher's household for whom the teacher is responsible. Immediate family includes step relatives.

The first three (3) bereavement leave days in any one (1) instance will not be deducted from accumulated sick leave or personal business days. Paid bereavement leave days granted beyond the first three (3) days in any one (1) instance shall be deducted from accumulated sick leave or personal business days.

- B. One (1) sick day or personal business day will be granted for a member to attend a funeral of a person not defined as immediate family above subject to operational considerations.

**ARTICLE 10**  
**CHILD REARING/FAMILY MEDICAL LEAVE**

Section 1: An unpaid leave of absence shall be granted to a teacher for the purpose of child rearing. Such leave shall only be taken within the twelve (12) month period immediately following the birth or adoption of a bargaining unit member's child. The length of leave under this paragraph shall not exceed twelve (12) months, renewable at the discretion of the Board.

Section 2: Where a bargaining unit member's spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period of up to twelve (12) weeks, renewable at the discretion of the Board.

Section 3: A teacher adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) months after the child arrives in the home.

Section 4: In order to provide continuity within the classroom between pupil and teacher, the teacher shall notify the Superintendent in writing of his/her desire to take leave under this Article.

The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of an emergency, teachers shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

Section 5: In the case of an adoption or foster care placement, a copy of the order awarding custody to the teacher shall be provided to the administration if requested in connection with a teacher's application for leave for those purposes. When leave is taken under this Article to care for a teacher's seriously-ill spouse, child or parent, or due to the teacher's own serious health condition, the teacher will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

Teachers taking leave under this Article for medical and/or psychological reasons shall provide, at the Board's request, appropriate verification of the necessity for leave and the teacher's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the teacher's health provider, the teacher's health provider, the teacher and administrator (in consultation with the Association, if requested by the teacher) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, teacher and Association. The cost of this examination shall be paid by the Board and the Association.

Section 6: All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave in accordance with state and federal laws.

Section 7: Upon return from an unpaid leave of absence, except as provided elsewhere, the teacher shall be reinstated to his/her former position or, if that position is not available, to a position which is substantially equivalent for which the teacher is certified and qualified.

Section 8: The Board and the teacher agree to cooperate in scheduling the return from leave at a time that minimizes disruption to the continuity of educational programming and service delivery.

Section 9: The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted an unpaid leave under this Section. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within five (5) days of demand.

Section 10: It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this collective bargaining agreement. Where additional benefits are extended by the Act to the employees, those additional benefits will be honored by the District. Where certain Employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights. To the extent that leaves of absence are granted under this contract, whether paid or unpaid, it is the intent of the parties that the rights granted hereunder will serve to satisfy the requirements of the Family and Medical Leave Act provisions to the extent applicable by law. [See Appendix G]

## ARTICLE 11 WAGES

Section 1: The salaries for the life of the contract shall be as set forth in Appendix A.

Section 2: The extracurricular reimbursement for the life of the contract shall be as set forth in Schedules B-1 and B-2.

Section 3: Teachers may opt to receive their yearly salary on an every other week basis for twenty-six (26) pay periods with the right to receive their salary in a lump sum at the next regularly scheduled pay period following the last paycheck of the school year. Teachers may also opt to receive their annual salaries in twenty-two (22) equal pay periods (coinciding with the 26

pay periods) it being understood that the 22nd pay shall be on the payroll day next following the last day teachers are required to report for work for any given school year. Teachers must elect their option in writing and turn it in to payroll no later than August 1 (or at the time of hire for new employees) or the same pay arrangement will be continued for the next school year.

## **ARTICLE 12** **QUALIFICATIONS FOR RETIREMENT**

A bargaining unit member, upon retirement, shall be entitled to \$100 per day for each day of accumulated unused sick leave with the District up to a maximum of 70 days for the duration of this agreement. In order to be eligible for the foregoing benefit, the employee must submit proof that he/she has retired under the Michigan Public Schools Employees Retirement System, was under contract with Pennfield Public Schools at the time of retirement and had taught for at least 10 consecutive years in Pennfield Public Schools preceding retirement.

## **ARTICLE 13** **VACANCIES AND PROMOTIONS**

Section 1: The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing. The application shall set forth the reasons for transfer; the school, grade or position sought; and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board. At the time of filing the request, the teacher shall make a duplicate copy and have the designated person in the Superintendent's office receipt for same by dating and initialing both copies.

Section 2: The Board declares its support of a policy of filling vacancies from within its own staff. However, since promotion could result in placing a teacher in a supervisory position and hence excluded from the terms of this contract; the Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new employees for any opening or vacancy where they deem it in the best interests of the school.

Employees on layoff status who are certified and qualified will automatically be considered for vacancies (other than supervisory positions) and will be recalled in preference to hiring new employees. In filling vacancies among employees and/or those employees on layoff, those areas of consideration and standards contained in Article XXIII, Section 3, will be used.

Section 3: An involuntary reassignment will be made only in case of emergency or to prevent undue disruption of the instructional program or, as otherwise provided herein. The Superintendent shall notify the affected teacher and the Association of the reasons for such reassignment.

Section 4: The Board of Education will post notices of any permanent vacancy in a teaching position or supervisory position for a period of not less than ten (10) school days prior to permanently filling a vacancy. The postings will be placed on the teacher bulletin boards throughout the school system. Posting during the summer months will be suspended, but the administration will notify, in writing, the president of PEA and one (1) person designated by the president of all vacancies and will make available a designated phone number connected to an answering machine, purchased by the PEA, which will announce vacancies.

All qualified and certified internal applicants for a posted teaching position will be given an opportunity for an interview. Unsuccessful candidates may request and receive the reasons for denial of his/her request for transfer.

**ARTICLE 14**  
**FRINGE BENEFITS**

Section 1: Worker's Compensation. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Comp law and his/her regular salary for the duration of his/her illness, not to exceed ten (10) months with no subtraction of sick leave.

Section 2: Where a teacher is otherwise covered by SuperCare 1 or SuperCare 2 health insurance (either through a spouse employed by this District or another employer) the teacher shall not be eligible for Plan A but shall be eligible for Plan B.

Section 3: Effective July 1, 2004 through June 30, 2005 the Board of Education shall make available to each full-time teacher, at a cost of \$291.00 per month to the teacher, the following insurance. The Board will continue to pay up to 125% of the 2000-2001 rate for the duration of this Agreement unless the parties modify this Agreement in writing through subsequent collective bargaining for 2005-2006 and/or 2006-2007.

MESSA-PAK A (for those requiring health insurance)

SuperCare 1	
Delta Dental	D 004
Vision Care	VSP-3
Negotiated Life Insurance	\$35,000

MESSA-PAK B (for those not requiring health insurance)

Delta Dental	E 007
Vision Care	VSP-3
Negotiated Life Insurance	\$45,000

The employee co-pay for the drug prescription card shall be \$5.00 for the duration of the contract.

If a teacher selects MESSA-PAK B and loses his/her health insurance coverage from elsewhere or through a change in status provided in Section 2, he/she shall be allowed to change to MESSA-PAK A immediately provided MESSA allows such a change without any increased cost until the next regular monthly premium due date.

The Conference Committee referred to in this Agreement shall study alternative insurance carriers and/or third party administrators during the 2004-2005 school year and make recommendations to the Board and Association regarding cost and compliance with the law for existing carriers and third party administrators.

Section 4: When a teacher has requested and been granted a L.O.A., he/she may continue to participate in the insurance program by making the necessary payments directly to the School District on a monthly basis.

Section 5: Part-time employees will receive fringe benefits in accordance with Board Policy 5620, which shall not be changed during the life of this contract. In addition, the Board will pay one-half the premium for Vision Care for part-time employees.

## **ARTICLE 15** **ACADEMIC FREEDOM**

Section 1: The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights and to instill appreciation of the values of individual personality.

Section 2: Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon studying, investigating, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject only to accepted local standards of professional educational responsibility.

Section 3: Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

## **ARTICLE 16** **PROFESSIONAL IMPROVEMENT**

Section 1: The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation on community educational projects.

Section 2: Arrangements shall be made for at least one (1) in-service course, workshop, conference and program per year designated to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

Section 3: Planning for in-service days will be a joint endeavor between the PEA and the administration.

Section 4: Professional Development Units may be earned by the teaching staff in the following manner: For each hour spent in activities outlined below one (1) PDU will be credited to the teacher. PDUs will be paid at \$20 per PDU for the duration of the contract.

Maximum earned PDUs per year will be fifty (50).

Activities begun after the date PDU earnings are turned into the Principal shall be counted toward the next year's total.

A. Hours may be earned in the following manner:

### Core-curriculum Work

1. During the "summer" - non school time
2. Chairperson designated work outside "school day"
3. After regular school day excluding travel time
4. Saturday

District Advisory Committee

1. During the "summer" - non school time
2. Chairperson designated work outside "school day"
3. After regular school day excluding travel time
4. Saturday

Building School Improvement

1. During the "summer" - non school time
2. Chairperson designated work outside "school day"
3. After regular school day excluding travel time
4. Saturday

Math/Science Center

1. Kit training after regular school day excluding travel time
2. Non-stipend
3. Saturday
4. Summer

Staff Training

1. Evening training
2. Saturday training
3. Summer workshops
4. Non-stipend

B. PDU's would not be earned for the following:

- Open houses
- Release time during school day
- Honor's nights
- Graduate credit
- Conference nights
- Graduation
- Band-vocal concerts
- Plays
- Other normally scheduled activities
- When stipends are received

C. All PDU work must be approved by the principal and School Improvement Team prior to participation.

1. Forms to be signed by a SIT representative and building principal.
2. Budget will be kept by the building principal and reviewed with the building improvement team.
3. Budget will be reviewed with the Central Office the first week of each month.
4. District Team Chairperson expenses will not be charged to individual building.
5. District team member (CCC-District PA 25 team) will not be charged to individual building.

**ARTICLE 17**  
**PROFESSIONAL BEHAVIOR**

Section 1: Teachers are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

Section 2: A teacher shall at all times be entitled to have present a representative of the PEA when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance or at any meeting which the teacher reasonably believes may result in discipline. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the PEA is present, provided such representation is available for such purpose within three (3) regularly scheduled school days.

Section 3: No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the PEA on the teacher's request.

Section 4: Teachers shall be entitled to conduct their private and personal lives in regard to their professional employment without concern or evaluation thereof by the Board of Education. However, due to the nature of the profession and the influence that the school district has, as a whole, and particularly teachers individually upon the students and their continuing education beyond the school day as defined in this contract, the Board reserves the right to take such disciplinary action as it deems necessary when teachers so grossly conduct themselves in their private and personal lives as to bring discredit upon the school district as a whole or when such conduct adversely affects the student-teacher relationship. Any action taken by the Board of Education or its designated agent shall be subject to the grievance procedure except where specifically exempted therein.

**ARTICLE 18**  
**CONTINUITY OF OPERATIONS**

The Board, Association and each teacher recognizes that their primary responsibility is to the children of the district and declare that their mutual objective is to provide those children with a proper education. To that end, it is agreed that, during the life of this Agreement, they will not permit, cause or encourage any interruption, disturbance or interference with the continuous, normal education of such children by sanction, concerted activity or otherwise and that any difference of opinion or dispute which there may be between or among themselves will be resolved by the methods provided herein and not allowed to affect in any way the normal education afforded the children of the Pennfield School District.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

Section 1: A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a) The termination of services of or failure to re-employ any probationary teacher.
- b) It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

Section 2: The Pennfield Education Association shall designate one or more agents to handle grievances in this bargaining unit, and shall notify the Superintendent of the names of the agent(s). The Board hereby designates the Principal of each building to act as its representative at LEVEL ONE, as hereinafter described, and the Superintendent or his designated representative to act at LEVEL TWO, as hereinafter described.

Section 3: The term "days" as used herein shall mean days in which school is in session except that during the summer months when school is not in session, "days" shall mean Monday through Friday excluding holidays.

Section 4: Written grievances shall:

- a) Be signed by the grievant or grievants.
- b) Be specific.
- c) Contain a synopsis of the facts giving rise to the alleged violation.
- d) Cite the section or subsections of this contract alleged to have been violated.
- e) Contain the date of the alleged violation and how the alleged violation relates to the section of the contract alleged to have been violated.
- f) Specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Section 5: LEVEL ONE. A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall, within seven (7) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed, within eight (8) days of said discussion, to LEVEL TWO.

Section 6: LEVEL TWO. A copy of the written grievance shall be filed with the Superintendent or his designated agent, as specified in LEVEL ONE. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall hold a meeting with the grievant and/or the designated PEA representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render

his/her decision in writing, transmitting a copy of the same to the grievant, the PEA President, the building principal in which the grievance arose and place a copy of the same in a permanent file in his/her office separate from the grievant's personnel file.

Section 7: LEVEL THREE. If the decision of the Superintendent is unsatisfactory to the PEA and the teacher, they may proceed to appeal the decision to the State Employment Relations Commission as provided by law and its rules and regulations, provided such request is made to the Employment Relations Commission within eight (8) days after receipt of the Superintendent's answer in LEVEL TWO.

If no decision is reached with the assistance of the mediator at the meeting provided for at this Level, and the decision of the Superintendent as rendered in Section 6, Level Two, is to remain the same, and provided that decision is still unsatisfactory to the grievant and the PEA, the grievant may appeal the same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's regularly scheduled meeting not less than two (2) days prior to the next regularly scheduled Board meeting.

Section 8: LEVEL FOUR. Upon proper application as specified in LEVEL THREE, the Board shall allow the teacher or his/her Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings therein or otherwise investigate the grievance; provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

- A. A copy of the written decision of the Board shall be forwarded to the Superintendent (for permanent filing), the building principal for the building in which the grievance arose, the grievant and the Secretary of the Association.
- B. All documents, communications and records dealing exclusively with a grievance shall be filed separately from the personnel files of the participants.

Section 9: Should a teacher fail to institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred.

Section 10: The PEA shall have a right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.

Section 11: All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating PEA representative is to be at his/her assigned duty station.

Section 12: The Board agrees that no reprisals or adverse evaluation will be based upon the filing of or participation in grievances pursuant to this contract. Grievances shall not be considered included in the teacher's personnel file nor be used as a basis of reprimand, demotion or discharge.

Section 13: Forms for filing and processing grievances shall be the form set forth in Appendix C. The form shall be appropriately distributed so as to facilitate the operation of the grievance procedure.

Section 14: The grievant may be represented at any level by the designated SCUBA representative(s).

Section 15: Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment. The board and its representatives may decline to meet with the teacher seeking adjustment under the provisions hereof in its discretion.

## **ARTICLE 20** **NEGOTIATION PROCEDURES**

Section 1: It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties that have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. Representatives of the Board and the PEA negotiating team will meet regularly one (1) day each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

Should such a meeting result in mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association, provided that the negotiating committee shall be empowered to effect temporary accommodations to resolve special problems.

Section 2: Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in course of negotiations.

Section 3: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

**ARTICLE 21**  
**STUDENT DISCIPLINE AND TEACHER PROTECTION**

Section 1: Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Reasonable support will include the services of guidance personnel, social workers, law enforcement officers, physicians, school diagnosticians and visiting teachers.

Section 2: It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. During the first week of each school year the administration will provide a copy of the Pennfield Schools' Board-adopted discipline policy and a copy of the District's suggested alternatives to corporal punishment to each member of the bargaining unit.

Section 3: A teacher may temporarily exclude a pupil from one class if the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his/her teaching obligations will allow, full particulars of the incident.

Section 4: Suspension of students from school may be imposed only by a principal or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted.

Section 5: Any case of assault upon a teacher or by a teacher shall be promptly reported to the Board or its designated representative.

Section 6: If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will render all necessary assistance to the teacher in his/her defense.

Section 7: Time lost by a teacher in connection with any incident mentioned in Section 6 shall not be charged against the teacher.

Section 8: The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while in the process of disciplining a student.

Section 9: No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified on request of the teacher.

**ARTICLE 22**  
**TEACHER EVALUATION**

Section 1: The performance of all teachers shall be evaluated in writing in accordance with the following:

- a) Probationary teachers shall be observed at least twice each year; once on or before December 1st and again on or before March 15th.
- b) Tenure teachers shall be observed at least once each three-year period and prior to May 15th of that year.
- c) Should the administrator elect to forego the formal evaluation, the teacher may assume that his/her performance is satisfactory.
- d) For probationary teachers, there must be at least two (2) observations at least sixty (60) calendar days apart prior to the final evaluation.
- e) At the beginning of the school year, each probationary teacher being evaluated shall develop educational goal(s) for the year with his/her evaluator.

Section 2: Evaluation shall be conducted by the teacher's Building Principal and/or Assistant Principal or other full-time administrator assigned by the Superintendent.

Section 3: A teacher shall have knowledge as to when any observation or evaluation is being made. All observations shall be for a minimum of twenty (20) consecutive minutes. If isolated observations of the teacher's performance are to be used in overall evaluation or are to be considered in the recommendation for the non-continuance of employment of any teacher, these instances shall be brought to the teacher's attention either by conference or written communication within five (5) days of the occurrence.

Section 4: A copy of the written observation report shall be submitted to the teacher on the day of the observation or within five (5) days thereafter, one (1) to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels his/her observation report was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the observation report to be placed in his/her personnel file. The teacher's signature shall not necessarily mean agreement with the contents of the evaluation, but that he/she has reviewed the material. A final written evaluation shall be completed by the Evaluator and submitted to the Evaluatee at which time the Evaluatee may put his/her objections thereto in writing and have them attached to the final evaluation.

Section 5: The evaluation form may be reviewed during the school year by representatives of the Board and the Association to determine its validity and changes may be made as a result of such review.

Section 6: The final written evaluation report for each probationary teacher will be submitted to the Superintendent. A copy shall be furnished to the teacher and to the Association upon written request of the teacher. If a report contains any information not previously made known to and discussed with the probationary teacher, the teacher may submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons in writing.

Section 7: Teachers shall have the right, upon request, to review the contents of their own personnel file. At the teacher's request, an Association representative may accompany the teacher in review of the file. It is understood that the teacher's personnel file may under certain circumstances be subject to Freedom of Information Act requests by members of the general public. To the extent possible, the teacher shall be notified of any such Information Act requests prior to the release of information contained in the personnel file. However, it is understood the Freedom of Information Act places time constraints upon the Board of Education and that the Board of Education must comply with those time constraints.

Section 8: Test results from the Michigan Assessment Test shall not be used as an evaluation tool to determine the quality of a teacher's service or fitness for retention.

### **ARTICLE 23** **STAFF REDUCTION**

Section 1: In the event the Board shall determine the necessity to lay off teachers within the bargaining unit, it may determine the disciplines or areas of curricula to be affected. Notice of layoff shall be provided at least fourteen (14) calendar days prior to the effective date of layoff in accordance with the following procedures.

Section 2: When reducing staff the following provisions shall apply:

- a) Probationary teachers in areas to be affected shall be laid off first.
- b) Tenure teachers shall be laid off next. If a tenure teacher possesses qualifications and certification of a probationary teacher in other disciplines or areas of curricula not reduced, the tenure teacher shall be retained in favor of the probationary teacher in accordance with the Teacher Tenure Act.

Section 3: Tenure teachers will be laid off on the basis of qualification, certification, seniority and experience in the areas of curricula to be affected and majors and minors. Where certification and qualifications are equal, seniority shall govern; it being understood that experience in the area of the curricula may be used in determining qualifications.

- A. "Seniority" shall be determined as set forth in Section 4.
- B. "Certification" shall be as defined by the Department of Education.
- C. "Qualifications" shall be defined as:
  1. Grades K-6: Certification shall be sufficient. Specialized areas of art, music, physical education, counseling or special education require special endorsement by Department of Education.
  2. Grades 7 and 8: In grades 7 and 8, a major or minor or experience within the last five (5) years, will be required in at least a majority of the subjects to be taught. Specialized areas of art, music, physical education, counseling and special education will require special endorsement by the Department of Education.

3. Grades 9-12: Certification as issued by the Department of Education and North Central Association of Colleges and Secondary Schools' standards. The Board in its sole discretion shall have the right to use previous teaching experience in the subject area to be taught in determining the most qualified teacher to be retained where both teachers are qualified otherwise. Teaching experience in the subject area shall govern over system-wide seniority.
4. Teachers must meet all requirements imposed by State or Federal law, rules or regulations.

Section 4: The administration will create a seniority list ranking each teacher from his/her last date of hire with adjustments for unpaid leaves of absence in accordance with Section G.

- A. Bargaining unit members will be given credit on the seniority list for teaching service with Pennfield Public Schools, starting with their last date of hire. The following non-bargaining unit employees shall continue to accrue bargaining unit seniority for the duration of their employment as administrators with Pennfield Schools: Cathy LaValley, Jean Parker, Don Hepner, Diane Durkin, Larry Boyer and Tim Everett.
- B. The seniority list shall include the teacher's date of hire, adjustments thereto, and the State of Michigan certification.
- C. Date of hire shall be defined as the first date the teacher reported for work.
- D. Date of signature of contract will be used to break ties provided documentary evidence is available. In the event ties still exist, individual teachers still sharing the same date of hire shall participate in a drawing to determine position on the seniority list. The drawing will be conducted openly and at a time and place which will reasonably allow affected bargaining unit members and the Association to be in attendance.
- E. Part-time service will be counted as full-time service for purposes of seniority only so long as the part-time service is for regular employment for the full school year.
- F. Substitute service shall not accrue seniority unless such service was performed as a bargaining unit member under contract (including letters of employment) with the Board.
- G. Time spent on unpaid leave of absence shall result in an adjustment of the bargaining unit member's seniority date according to the following formula:
 

Number of days on leave  
 Number of days in school year x the number of calendar days in the  
 year = number of days of adjustment to seniority date.
- H. Effective with this Agreement, if a teacher's services are terminated or if the teacher retires or resigns, all previously acquired seniority will be lost. Unit members who are laid off pursuant to a necessary reduction in staff shall continue to accrue seniority as if employed full time.
- I. The initial seniority list established by the Board shall be subject to discussion and/or correction for thirty (30) calendar days after delivery to the Association. Any modifications shall be instituted during this thirty (30) calendar day period. At the conclusion of the thirty (30) calendar days, the resultant seniority list shall be the official

seniority list. The Association and the Board shall thereby waive the right to retroactively change the status of any individual teacher's seniority.

Section 5: Each school year the administration shall provide the Association with a current seniority list in the month of November and provide adequate posting on appropriate teacher bulletin boards.

Section 6: Any teachers on lay-off shall be recalled in inverse order of layoff provided the teacher shall be certified and qualified for the vacancy.

- A. The Board shall give written notice of recall from lay-off by sending a registered or certified letter to said teacher at his/her last known address.
- B. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as last reported to the Board shall be conclusive when used in connection with layoffs, recalls or other notice to teachers.
- C. The teacher recalled shall respond in writing to the administration within ten (10) calendar days of receipt of the recall notice or in no event to exceed fifteen (15) calendar days from date of postmark on the letter. Failure to respond within the above time limits shall conclusively be deemed as resignation and the next eligible teacher shall be sent the notice. A copy of the recall notice shall be sent simultaneously to the President of the PEA.
- D. Teachers on lay-off shall retain their recall rights for a maximum of three (3) years from the date of notice of lay-off.

## **ARTICLE 24** **CONFERENCE COMMITTEE**

Section 1: A Conference Committee is hereby created for the purpose of administering the terms of the contract, keeping both parties informed of changes and new developments; keeping the staff of the departments operating at peak efficiency; and addressing potential problems in an effort to keep such matters from becoming major in scope. It is understood that the parties shall be free to discuss operational problems as they may arise as well as contractual matters.

Section 2: The committee shall consist of up to three (3) members designated by and including the superintendent and up to three (3) members designated by and including the association president.

Section 3: Either party can request a meeting of the Conference Committee. An agenda shall be submitted with the request; unless otherwise mutually agreed, matters taken up at the conference shall be limited to those on the agenda.

Section 4: The meetings shall be held at times and places mutually agreed upon within ten (10) school days of the date the meeting was requested.

Section 5: It is agreed that an attempt to resolve a matter through the Conference Committee in no way constitutes a waiver of the rights of the Association or of any employee provided under the grievance procedure or under any statute or other regulation. It is further agreed that during the period that the parties are endeavoring to reach a fair and reasonable solution to a problem,

the time limitations for filing grievances on the matter are suspended provided all such grievances are identified in writing prior to such meetings.

Section 6: The parties shall mutually agree on minutes of each meeting.

## **ARTICLE 25** **MISCELLANEOUS PROVISIONS**

Section 1: This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 2: Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section 3: This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 4: If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Under such circumstances the Association shall have the right to bargain new contract provisions to bring the contract into compliance with the law.

Section 5: Copies of this Agreement shall be reprinted at the expense of the Board and presented to all teachers now employed or hereafter employed. All forms dealing with the application and/or execution of this contract shall be printed at the expense of the Board and appropriately distributed.

Section 6: The Board shall issue individual contracts by September 30 annually or within thirty (30) days of the conclusion of negotiation, whichever is applicable.

Section 7: School calendars shall be as set forth in Appendix E.

Section 8: If a teacher engages in supplemental employment that affects the quality of his/her teaching or his/her standing in the community, the teachers ability to engage in supplemental employment is subject to a joint review by the Board of Education and the Pennfield Education Association. However, the decision of the Board will be binding.

**ARTICLE XXVI**  
**DURATION**

Section 1: This Agreement shall be effective as of July 1, 2004 shall continue in effect until through June 30, 2007. The parties agree to reopen this Agreement for collective bargaining over wages and insurance benefits for the school years 2005-2006 and 2006-2007.

PENNFIELD EDUCATION ASSOCIATION

PENNFIELD BOARD OF EDUCATION

\_\_\_\_\_  
PEA President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX A  
SALARY SCHEDULE

2004-2005

STEP	BA	MA
1	\$30,655	\$33,606
2	\$31,871	\$34,929
3	\$34,655	\$37,245
4	\$35,810	\$39,236
5	\$37,300	\$41,214
6	\$39,855	\$44,019
7	\$41,713	\$46,041
8	\$43,569	\$48,062
9	\$45,420	\$50,086
10	\$47,274	\$52,106
11	\$49,580	\$54,636
12	\$52,365	\$56,669
13	\$53,811	\$59,252

2005-2006

TO BE BARGAINED

2006-2007

TO BE BARGAINED

Section 1: Five (5) years' experience will be allowed in schools other than Pennfield for new personnel.

Section 2: Due to the significance of the academic and administrative responsibilities connected with the position of Principal, no Principal may participate in any reimbursed extracurricular activity.

Section 3: A teacher expecting to obtain a Master's Degree prior to the start of any school year must notify the administration of his/her intent to obtain such degree on or before June 1 of the prior school year in order to receive the Master's Degree pay in the above salary schedule for succeeding school year. All transfers from the BA to the MA Degree will be made at the beginning of the school year.

Sections 4: The Board of Education shall not reduce the premium currently being received by those Type A Special Education teachers, Social Workers and Speech Correction teachers in addition to the above salary schedule.

Section 5: Part-time employees' salaries and fringe benefits:

Teacher preparation time for part-time teachers shall be as follows:

The reporting and leaving time for teachers teaching less than a full time schedule will be calculated by using the percentage of pay they are receiving times the number of minutes that a full time teacher would be expected to report before the start of school and remain after the conclusion of school. For example a teacher being paid at 80% rate will report 80% of the time that would be expected of a full time teacher before the start of his/her teaching day and will remain for 80% of the time a full time teacher would be expected to stay at the conclusion of his/her teaching day. If a teacher teaching less than full-time is required to work a full day (e.g., attend in-service, PTA meetings, etc.) the teacher shall receive a full days pay for that day worked.

If a teacher teaches less than 50% of the regular full-time teacher's day, he/she shall not be paid for any planning time. If the teacher teaches one-half (1/2) or more of the time a regular teacher teaches and does not receive planning time during his/her assigned workday, the following minutes will be added for pay purposes for planning time allotment: 50% or more means one-half (1/2) of the regular teacher's day in elementary; four (4) periods or more in middle school; three (3) periods or more in high school. The calculation of time in minutes is derived by the number of minutes the teacher serves in the classroom times 40 minutes of preparation allocated in elementary school; 45 minutes in middle school; and 55 minutes in high school.

Part-time teachers receiving prorata allowance for preparation time shall be required to attend all building or staff meetings that regular full-time teachers are required to attend.

Section 5: Payment of longevity shall be as follows:

- a) Beginning in the 14th year of employment teachers shall be paid \$800 in addition to their appropriate salary.
- b) Beginning in the 22nd year of employment teachers shall be paid \$1000 in addition to their appropriate salary.

**SCHEDULE B-1**  
**COMPETITIVE EXTRACURRICULAR ACTIVITIES**

All percentages below are based on Step 1 of the BA salary schedule

<b>BASEBALL</b>	
Varsity	11.57%
Junior Varsity	7.52%
Freshman	6.94%
<b>BASKETBALL</b>	
Varsity	15.42%
Junior Varsity	10.02%
Freshman	9.24%
Middle School**	
One coach per grade	8.48%
Two coaches per grade	5.90%
<b>CHEERLEADING</b>	
Fall - Junior Varsity & Varsity	8.68%
Winter - Junior Varsity & Varsity	8.68%
Freshman – Fall	5.21%
Freshman – Winter	5.21%
Middle School (7/8 combined)	2.65%
<b>CROSS COUNTRY</b>	8.68%
<b>FOOTBALL</b>	
Varsity	15.42%
Assistant	10.79%
Junior Varsity	10.02%
Freshman	9.24%
Middle School	8.48%
<b>GOLF</b>	8.68%
<b>SOCCER</b>	
Varsity - Boys/Girls	11.57%
Junior Varsity - Boys/Girls	7.52%
<b>SOFTBALL</b>	
Varsity	11.57%
Junior Varsity	7.52%
Freshman	6.94%

TENNIS	
Varsity	8.68%
Junior Varsity	5.64%
TRACK	
Varsity	11.57%
Assistant	8.10%
Middle School	6.36%
VOLLEYBALL	
Varsity	15.42%
Junior Varsity	10.02%
Freshman	9.24%
Middle School**	
One coach per grade	8.48%
Two coaches per grade	5.90%
WRESTLING	
Varsity	15.42%
Junior Varsity	10.02%
Middle School	8.48%

\*All amounts in this column are to be considered reimbursement per person hired.

\*\*Two coaches per grade may be allowed due to A/B squad scheduling.

**SCHEDULE B-2**  
**NON-COMPETITIVE EXTRACURRICULAR ACTIVITIES**

All percentages below are based on Step 1 of the BA salary schedule

<b>ADVISORS</b>	
Freshman Class	2.12%
Sophomore Class	2.31%
Junior Class	2.61%
Senior Class	2.89%
Senior Coordinator	4.14%
Student Council	2.89%
<b>BAND</b>	
Director	15.42%
Assistant	10.79%
CERTIFIED LUNCH SUPERVISION	\$10.61
CHOIR	11.57%
DEPARTMENT HEADS	3.24%
<b>K-12 CORE CURRICULUM COORDINATORS</b>	
Language Arts	4.82%
Math	4.82%
Special Education	4.82%
World Studies/P.E./Health	4.82%
Fine/Practical Arts	4.82%
DRAMA (per play)	7.72%
QUIZ BOWL	2.64%
<b>FIVE-SIX ACTIVITIES</b>	
Football	2.89%
Basketball	2.89%
INTRAMURALS	2.89%
<b>PUBLICATIONS</b>	
High School Newspaper	2.89%
High School Yearbook	5.78%
Middle School Newspaper	2.89%
Middle School Yearbook	2.89%
P.A. 226	4.82%
SCHOOL IMPROVEMENT CHAIR	4.82%

\*All amounts in this column are to be considered reimbursements per person hired.

**APPENDIX C**  
**Pennfield School District**  
**Grievance Report**

Distribution of Form  
1-Superintendent  
2-Principal  
3-Association  
4-Teacher

Submit to Principal in Duplicate

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Building	Assignment	Name of Grievant	Date Filed
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**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance and Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Signature	Date
-----------	------

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C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Signature of Principal	Date
------------------------	------

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D. Grievant and/or Association Position \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Signature	Date
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**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Date \_\_\_\_\_ Signature \_\_\_\_\_

**STEP III**

A. Date Submitted to Michigan Employment Relations Commission (Mediation) \_\_\_\_\_

B. Disposition of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Date of Mediation \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant/PEA

**STEP IV**

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition of Board \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

D. Date \_\_\_\_\_ Signature \_\_\_\_\_

**NOTE: All Provisions of the current Master Agreement MUST BE STRICTLY OBSERVED  
IN THE SETTLEMENT OF GRIEVANCES.**

**APPENDIX D**  
**PENNFIELD SCHOOLS**

Teacher Observation Form

This form will be used twice each year. There will be at least two visitations of a minimum of 20 minutes each. This short form is to be completed and discussed in a conference within 5 school days of the observation.

1. Physical setting of the room (conducive to learning, relevance of displays and bulletin board).
  
2. Pupil control and discipline (handles own discipline problems, fair and consistent, brings class to order at beginning of period).
  
3. Classroom management (well-planned lesson plans, maintenance of student interest and involvement; prepared with necessary materials).
  
4. Classroom personality (positive and enthusiastic attitude; confident decision making; tolerance of student viewpoints).
  
5. Knowledge of subject matter:
  
6. Technical skills (fluency, voice quality, poise, language usage, positive attitude and enthusiasm toward teaching).
  
7. Additional observations:

TEACHER COMMENT AREA

Date \_\_\_\_\_  
\_\_\_\_\_

Class

Observed

Principal \_\_\_\_\_  
\_\_\_\_\_

Teacher

## Teacher Evaluation Form

This form is to be completed each year. The comment space is divided to provide for a discussion of each area both fall and spring. The entire form will be completed by the end of the spring semester.

### I. ORGANIZATION

- A. Classroom instruction (planning and scheduling for lessons, units and overall goals).
  
- B. Record keeping (cumulative records, attendance, grade book, health records, conferences where relevant).
  
- C. Materials and supplies (preparation for ordering, maintaining and using supplies and materials).

### II. INTERACTION WITH STUDENTS

- A. Direction of student behavior (variety of techniques and methods; adequate and fair discipline; maintains appropriate self control; handles unexpected situations in a proper manner).
  
- B. Understanding and acceptance of individual differences and abilities (willing to accept students at their level; attempts to understand students).
  
- C. Evaluation of student performance (adequate measurement by a variety of means).
  
- D. Flexibility of instructional technique (variety of approaches toward instruction).
  
- E. Communication (encourages student feedback, provides for teacher- student communication, provides for and encourages student interaction/students show positive reaction towards instruction).

- F. Respect (maintaining professional relationship with students; has students' respect; nurtures pupil respect toward self and others).
- G. Physical fitness and vigor (regular in attendance; necessary stamina to do effective teaching).

III. INTERACTION WITH ADMINISTRATION

- A. Promptness (school records, reports and meetings).
- B. Initiative (self-directed; takes leadership role when need arises).
- C. Dependability (carries out assignments).
- D. Cooperation (tolerant of the viewpoint of others, makes decisions for the common good; adheres to school policies).
- E. Attendance (meetings, school, etc.).
- F. Communication with administrators.

IV. INTERACTION WITH PARENTS

- A. Communication and cooperation (regular, timely, variety of methods).
- B. Courtesy and tactfulness (considerate of parents' feelings and concerns; keeps privileged information confidential).

V. INTERACTION WITH STAFF

- A. Communication (actively participates in a two-way process).
  
- B. Cooperation (shares ideas, materials, facilities, etc.; works for common goals; contributes to the feeling of unity and enthusiasm; respects ideas and feelings of others).

VI. PERSONAL APPEARANCE

VII. ADDITIONAL OBSERVATIONS

First Conference                      Teacher Comment Areas                      Second Conference

Date\_\_\_\_\_ Principal\_\_\_\_\_                      Date\_\_\_\_\_ Principal\_\_\_\_\_

Teacher\_\_\_\_\_ Class Assignment \_\_\_\_\_

Teacher\_\_\_\_\_ Class Assignment \_\_\_\_\_

Teacher signature indicates only that they have seen this form.

## APPENDIX E

### **2004-2005 SCHOOL CALENDAR**

August 24, 2004	Teacher Orientation – No Students
August 25, 2004	Teacher Work Day – No Students
August 26, 2004	Teacher Professional Development – No Students
August 30, 2004	First Day of School for Students
September 3, 6, 2004	Labor Day – No School
November 3, 2004	(K-3) – ½ Day Students (a.m.) - Afternoon Conferences (4-12) – All Day Students
November 4, 2004	(K-12) – ½ Day Students (a.m.) Afternoon of Nov. 4 – Either Comp. Time or Conferences at Building Discretion - Evening Conferences completed on or before November 4, 2004
November 5, 2004	Compensatory Day – No Students
November 15, 16, 2004	Teacher Professional Development – No Students
November 25, 26, 2004	Thanksgiving – No School
December 17, 2004	½ Day Students and Teachers(a.m.) – Winter Break Begins
January 3, 2005	School Resumes
January 14, 2005	Records Day – No Students
January 17, 2005	Teacher Professional Development – No Students
February 21, 2005	Teacher Professional Development – No Students
March 25, 2005	Good Friday
March 30, 2005	(K-3) – ½ Day Students (a.m.) - Afternoon Conferences (4-12) – All Day Students
March 31, 2005	(K-12) – ½ Day Students (a.m.) Afternoon of March 31 – Either Comp. Time or Conferences at Building Discretion - Evening Conferences completed on or before March 31, 2005
April 1, 2005	Compensatory Day – No Students
April 4-April 8, 2005	Spring Break
April 11, 2005	School Resumes
May 30, 2005	Memorial Day – No School
June 10, 2005	Last Day for Students – ½ Day Students (a.m.), Full Day Teachers

It is understood that should combined State allowed contingency days and calendar days not be sufficient, the Association and Board will determine appropriate days to meet the 1098 instruction hour requirement. This calendar contains 177 student days and 187 teacher days.

Any required make-up days will be at the end of the school year.

The Conference Committee referred to in this agreement will develop calendars for subsequent years. In addition, the Conference Committee will study the different preparation times among buildings and, if inequities are found, propose solutions to same.

## Appendix F **Job Sharing**

The district and the PEA are desirous of establishing conditions for teacher's participating in job sharing arrangements. Job sharing will be defined as two teachers sharing one full time position.

1. No more than eight teachers may participate in job sharing arrangements set forth herein.
2. Agreements to job share shall be voluntary and teachers desiring to participate shall notify the superintendent in writing by May 30<sup>th</sup>. The parties contemplate that this job sharing arrangement may arise either by a teacher's expression of a desire to job share or an arrangement reached by two teachers to job share. In the event that a teacher desires to job share and has not arranged to share a job, the administration, upon notification by that teacher of the teacher's intent to job share, shall post the opportunity internally for a period of 10 workdays. In the event another teacher elects to "accept" that opportunity will be permitted and who will be afforded that opportunity. If no other teacher applies for the job within the district, the administration will make every attempt to fill the position by July 1<sup>st</sup> of that year. If no qualified candidate has been hired by July 1<sup>st</sup> deadline if they apply to the district.
3. If a job sharing teacher is absent, the administration may at its option, cover the vacancy by either asking the other job sharing teacher to substitute or the use of substitute. In such event the job sharing teacher substitutes for the absent teacher, the pay shall be per diem rate.
4. The job-sharing teachers shall incur seniority and advance on the salary schedule at the same rate as a full-time teacher.
5. The benefits and salary for each job-sharing employee shall be governed by the provisions of Appendix "A".
6. Once the job sharing arrangement is authorized by the administration, teachers may only return to full time teaching if there is a vacancy for which the teacher is certified and qualified and for which they are the successful applicant.
7. Any unresolved issues that arise due to the implementation of this article be settled in the conference committee.

This provision may be reopened for negotiations at the end of the 2000-2001 school year at the request of the PEA or Board of Education

## **APPENDIX G**

### **POLICY REGARDING OBJECTIONS**

#### **TO POLITICAL-IDEOLOGICAL EXPENDITURES**

Upon timely objection, no individual required to pay a service fee to a local association affiliated with the Michigan Education Association (MEA) shall be required, through the payment of such a fee, to contribute to the financial support of an ideological cause or political activity unrelated to collective bargaining, contract administration, grievance adjustment and employee representation, which he/she opposes. An individual who, in compliance with the administrative procedures established by the Executive Director of Michigan Education Association, objects to the use of a portion of his/her service fee to support such an ideological cause or political activity shall be required to pay a reduced fee based upon a determination of the percentage of the MEA's annual expenditures for the prior year necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees.

## APPENDIX H

### OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES ADMINISTRATIVE PROCEDURES

#### Step I

During the fall of each fiscal year (September 1 to August 31), the Executive Director of the Michigan Education Association or his/her designee shall determine the amount of the MEA's total expenditures for the prior fiscal year that were expended on chargeable and nonchargeable activities. The Executive Director or his/her designee shall then calculate the reduced fee that an objector will be required to pay for the present fiscal year based on the prior year's expenditures. By November 10 of each year, or as soon thereafter as possible, the Executive Director shall make available to all non-union employees who are required to pay an agency fee information identifying the MEA's total expenditures for the prior year. These non-union members will be provided with information identifying the basis for the Local Association's, MEA's and NEA's reduced fee and an explanation of the procedure utilized by the MEA for collecting the total fee. The Local Association's reduced fee will be based on the chargeable activity percentage utilized in determining the MEA's reduced fee.

#### Step II

Within 30 days of the MEA providing the information identified in Step I, non-union members shall give written notice to the Executive Director of the non-union member's decision (1) to pay a service fee equal to dues, (2) pay the reduced fee as determined by the Executive Director, or (3) pay 100 percent of the reduced fee into escrow, and object to the reduced fee. An objection to paying the reduced fee must be renewed each fiscal year. Upon receipt of the written notice objecting to the reduced fee calculation, the matter will proceed to the next step of this procedure.

### Step III

Within 30 days of the deadline for providing written notice objecting to the reduced fee, the MEA will initiate a procedure allowing the non-union member to challenge the fee before an impartial decision-maker. If the Michigan Employment Relations Commission provides a means by which a reasonably prompt decision will be issued regarding the reduced fee, that procedure will be utilized. If MERC does not provide such a procedure, the procedure for Impartial Determination of Union Fees adopted by the American Arbitration Association will be utilized. Pending a decision by an impartial decision-maker, the objector will be required to pay 100 percent of the reduced fee into an interest-bearing escrow account identified by the Executive Director.

### Step IV

Promptly after receipt of the decision by the impartial decision maker, the appropriate reduced fee shall be redetermined to the extent required by that decision.

ADDENDUM

To The

AGREEMENT

BETWEEN

PENNFIELD BOARD OF EDUCATION

AND

PENNFIELD EDUCATION ASSOCIATION/-MEA-NEA

2004-2007

NOTE: The language in this document reflects changes to salary amounts and health insurance for the 2005-2006 and 2006-2007 contract years. New salary amounts for 2005-2006 shall be paid retroactive to July 1, 2005. Any effective dates for changes to health insurance shall be reflected in the document itself.

NOTE: All language not contained or referred to in this document shall remain as printed in the 2004-2007 Collective Bargaining Agreement. New language in the Agreement is printed in the Addendum in bold type and deleted language is shown as being struck through.

**ARTICLE 14**  
**FRINGE BENEFITS**

Section 1: Worker's Compensation. NO CHANGE

Section 2: Where a teacher is otherwise covered by SuperCare 1 or ~~SuperCare 2~~ MESSA **Choices II** health insurance (either through a spouse employed by this District or another employer) the teacher shall not be eligible for Plan A but shall be eligible for Plan B.

Section 3: Effective July 1, 2004 through **September 30, 2005** ~~June 30, 2005~~ the Board of Education shall make available to each full-time teacher, at a cost of \$291.00 per month, the following insurance. **Notwithstanding, for the month of September, 2005, the Board will collect \$139.68 for the pays of 9/2/05, 9/16/05, and 9/30/05. The Board will continue to pay up to 125% of the 2000-2001 rate for the duration of this Agreement unless the parties modify this Agreement in writing through subsequent collective bargaining for 2005-2006 and/or 2006-2007.**

MESSA-PAK A (for those ~~requiring~~ **electing** health insurance)

SuperCare 1	
Delta Dental	D 004
Vision Care	VSP-3
Negotiated Life Insurance	\$35,000

MESSA-PAK B (for those not ~~requiring~~ **electing** health insurance)

Delta Dental	E 007
Vision Care	VSP-3
Negotiated Life Insurance	\$45,000

The employee co-pay for the drug prescription card shall be \$5.00 ~~for the duration of the contract.~~

**Effective October 1, 2005 through June 30, 2007 the Board of Education shall make available to each full-time teacher the following insurance.**

**The teacher's portion of the monthly insurance premiums between October 1, 2005 and June 30, 2006 shall be between \$160.00 and \$190.00 and the Board's portion of the monthly insurance premiums shall be 125% of the amount of the 2001-2002 monthly MESSA Super Care 1 insurance premium. The final monthly amount that the teacher is responsible for will be computed by subtracting 125% of the 2001-2002 monthly premium from the new monthly premium amount when the changes below become effective. In no case shall the teacher's monthly premium be less than \$160.00 or more than \$190.00 per month.**

**The teacher's portion of the monthly insurance premiums between July 1, 2006 and June 30, 2007 shall be computed by increasing the Board's October 1, 2005 to June 30, 2006 monthly premium amount by ten percent (10%) and subtracting that amount from the total monthly insurance premium.**

**If, for some reason that is outside the control of the Board, the health insurance coverage changes as outlined below cannot be implemented by October 1, 2005, the parties agree to meet and reopen only the insurance language in this Agreement.**

**Effective October 1, 2005 the insurance coverage shall be:**

MESSA-PAK A (for those ~~requiring~~ **electing** health insurance)

**Choices II**

Delta Dental	D 004
Vision Care	VSP-3
Negotiated Life Insurance	\$35,000

MESSA-PAK B (for those not ~~requiring~~ **electing** health insurance)

Delta Dental	E 007
Vision Care	VSP-3
Negotiated Life Insurance	\$45,000

**Cash-in-lieu of health insurance in the amount of \$325.00 per month if on September 30 of any year eighteen or more teachers select PAK B. If the number of PAK B enrollees falls below eighteen after September 30 of any year and there were eighteen or more enrollees prior to that September 30 count day, those enrollees currently receiving the cash-in-lieu payment would continue to receive the payment for the remainder of the contract year.**

~~The employee co-pay for The MESSA drug prescription card shall be~~ **have a \$10.00/\$20.00 copay.** ~~for the duration of the contract.~~

If a teacher selects MESSA-PAK B and loses his/her health insurance coverage from elsewhere or through a change in status provided in Section 2, he/she shall be allowed to change to MESSA-PAK A immediately provided MESSA allows such a change without any increased cost until the next regular monthly premium due date.

~~The Conference Committee referred to in this Agreement shall study alternative insurance carriers and/or third party administrators during the 2004-2005 school year and make recommendations to the Board and Association regarding cost and compliance with the law for existing carriers and third party administrators.~~

Section 4: NO CHANGE

Section 5: NO CHANGE **Except the term “Part time employees” shall be changed to “Less than Full-time Employees”.**

APPENDIX A  
SALARY SCHEDULE

2005-2006 (2% increase)

STEP	BA	MA
1	\$31,268	\$34,278
4	\$32,508	\$35,628
3	\$35,348	\$37,990
4	\$36,526	\$40,021
5	\$38,046	\$42,038
6	\$40,652	\$44,899
7	\$42,547	\$46,962
8	\$44,440	\$49,023
9	\$46,328	\$51,088
10	\$48,219	\$53,148
11	\$50,572	\$55,729
12	\$53,412	\$57,802
13	\$54,887	\$60,437

**.5% (1/2 %) lump sum paid off schedule on the 1<sup>st</sup> pay check in December**

APPENDIX A  
SALARY SCHEDULE

2006-2007 (2% increase)

STEP	BA	MA
1	\$31,893	\$34,964
2	\$33,158	\$36,341
3	\$36,055	\$38,750
4	\$37,257	\$40,821
5	\$38,807	\$42,879
6	\$41,465	\$45,797
7	\$43,398	\$47,901
8	\$45,329	\$50,003
9	\$47,255	\$52,110
10	\$49,183	\$54,211
11	\$51,583	\$56,844
12	\$54,480	\$58,958
13	\$55,985	\$61,646

**SCHEDULE B-1**  
**COMPETITIVE EXTRACURRICULAR ACTIVITIES**

All percentages below are based on Step 1 of the BA salary schedule

**BASEBALL**

Varsity	<del>11.57%</del> <b>12.75%</b>
Junior Varsity	<del>7.52%</del> <b>67% of Varsity</b>
Freshman	<del>6.94%</del> <b>60% of Varsity</b>

**BASKETBALL**

Varsity	<del>15.42%</del> <b>17.0%</b>
Junior Varsity	<del>10.02%</del> <b>67% of Varsity</b>
Freshman	<del>9.24%</del> <b>60% of Varsity</b>
Middle School**	
One coach per grade	<del>8.48%</del> <b>55% of Varsity</b>
Two coaches per grade	<del>5.90%</del> <b>40% of Varsity</b>

**BOWLING**

**12.75%**

**CHEERLEADING**

Fall - Junior Varsity & Varsity	<del>8.68%</del> <b>12.75%</b>
Winter - Junior Varsity & Varsity	<del>8.68%</del> <b>12.75%</b>
Freshman – Fall	<del>5.21%</del> <b>60% of Varsity</b>
Freshman – Winter	<del>5.21%</del> <b>60% of Varsity</b>
Middle School (7/8 combined)	<del>2.65%</del> <b>40% of Varsity</b>

**CROSS COUNTRY**

~~8.68%~~ **12.75%**

**FOOTBALL**

Varsity	<del>15.42%</del> <b>17.0%</b>
Assistant	<del>10.79%</del> <b>70% of Varsity</b>
Junior Varsity	<del>10.02%</del> <b>67% of Varsity</b>
Freshman	<del>9.24%</del> <b>60% of Varsity</b>
Middle School	<del>8.48%</del>

**GOLF**

~~8.68%~~ **12.75%**

**SOCCER**

Varsity - Boys/Girls	<del>11.57%</del> <b>12.75%</b>
Junior Varsity - Boys/Girls	<del>7.52%</del> <b>67% of Varsity</b>

**SOFTBALL**

Varsity	<del>11.57%</del> <b>12.75%</b>
Junior Varsity	<del>7.52%</del> <b>67% of Varsity</b>
Freshman	<del>6.94%</del> <b>60% of Varsity</b>

TENNIS

Varsity	<del>8.68%</del> <b>12.75%</b>
Junior Varsity	<del>5.64%</del> <b>67% of Varsity</b>

TRACK

Varsity	<del>11.57%</del> <b>12.75%</b>
Assistant	<del>8.10%</del> <b>70% of Varsity</b>
Middle School**	
One coach per grade	<del>8.48%</del> <b>55% of Varsity</b>
Two coaches per grade	<del>5.90%</del> <b>40% of Varsity</b>

VOLLEYBALL

Varsity	<del>15.42%</del> <b>17.0%</b>
Junior Varsity	<del>10.02%</del> <b>67% of Varsity</b>
Freshman	<del>9.24%</del> <b>60% of Varsity</b>
Middle School**	
One coach per grade	<del>8.48%</del> <b>55% of Varsity</b>
Two coaches per grade	<del>5.90%</del> <b>40% of Varsity</b>

WRESTLING

Varsity	<del>15.42%</del> <b>17.0%</b>
Junior Varsity	<del>10.02%</del> <b>67% of Varsity</b>
Middle School**	
One coach per grade	<del>8.48%</del> <b>55% of Varsity</b>
Two coaches per grade	<del>5.90%</del> <b>40% of Varsity</b>

\*All amounts in this column are to be considered reimbursement per person hired.

\*\*Two coaches per grade may be allowed due to A/B squad scheduling.

**SCHEDULE B-2**

**NON-COMPETITIVE EXTRACURRICULAR ACTIVITIES**

All percentages below are based on Step 1 of the BA salary schedule

ADVISORS

Freshman Class	<del>2.12%</del> <b>2.5%</b>
Sophomore Class	<del>2.31%</del> <b>2.5%</b>
Junior Class	<del>2.61%</del> <b>3.0%</b>
Senior Class	<del>2.89%</del> <b>3.0%</b>
<del>Senior Coordinator</del>	<del>4.14%</del>
Student Council	<del>2.89%</del> <b>2.5%</b>

BAND

Director	<del>15.42%</del> <b>15.5%</b>
Assistant	<del>10.79%</del> <b>11.0%</b>

CERTIFIED LUNCH SUPERVISION      ~~\$10.61~~ **\$10.93**

CHOIR      ~~11.57%~~ **12.0%**

DEPARTMENT HEADS ~~3.24%~~

~~K-12~~ CORE CURRICULUM COORDINATORS

Language Arts ( <b>K-3, 4-8 and 9-12</b> )	<del>4.82%</del> <b>4.5%</b>
<b>Social Studies (K-3, 4-8 and 9-12)</b>	<b>4.5%</b>
Math ( <b>K-3, 4-8 and 9-12</b> )	<del>4.82%</del> <b>4.5%</b>
<b>Science (K-3, 4-8 and 9-12)</b>	<b>4.5%</b>
Special Education ( <b>K-12</b> )	<del>4.82%</del> <b>4.5%</b>
<del>World Studies/P.E./Health (K-12)</del>	<del>4.82%</del> <b>4.5%</b>
Fine/Practical Arts ( <b>K-12</b> )	<del>4.82%</del> <b>4.5%</b>
<b>Technology (K-12)</b>	<b>4.5%</b>

DRAMA (per play) ~~7.72%~~ **8.0%**

**FOLLIES** **4.0%**

QUIZ BOWL ~~2.64%~~ **3.0%**

FIVE-SIX ACTIVITIES

Football	<del>2.89%</del> <b>3.0%</b>
Basketball	<del>2.89%</del> <b>3.0%</b>

INTRAMURALS ~~2.89%~~ **3.0%**

PUBLICATIONS

High School Newspaper	<del>2.89%</del> <b>3.0%</b>
High School Yearbook	<del>5.78%</del> <b>6.0%</b>
Middle School Newspaper	<del>2.89%</del> <b>3.0%</b>
Middle School Yearbook	<del>2.89%</del> <b>3.0%</b>

HUMAN SEXUALITY PARENT  
ADVISORY COMMITTEE CHAIRPERSON ~~4.82%~~ **5.0%**

SCHOOL IMPROVEMENT CHAIR ~~4.82%~~ **5.0%**

**SADD** **3.0%**

\*All amounts in this column are to be considered reimbursements per person hired.

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